

REMARKS

The Office Action dated August 18, 2008, has been reviewed and the comments of the U.S. Patent and Trademark Office have been considered. The above amendments and the following remarks are respectfully submitted to place the application in condition for allowance.

Claims 39, 45 – 46, 54 -55, 58 and 60 are currently pending in this application, of which claims 39, 54 and 58 are independent. Claims 1 - 38 are previously canceled without prejudice. Claims 40 - 44, 47 - 53, 56, 57 and 59 are withdrawn from consideration.

Claims 39, 45 - 46, 54, 58 and 60 are currently amended. Applicants respectfully submit that no new matter has been added by the amendments. Support for the amended claims may be found at, for example, specification at page 11, lines 15 – 22, specification at page 11, lines 6 - 7, and specification at page 5, line 17 – page 6, line 1.

Applicants respectfully request reconsideration and allowance of the pending claims.

1. CLAIM REJECTIONS – 35 USC §103

Claims 39, 45 – 46, 54 -55, 58 and 60 are patentable under 35 USC §103 over Walker et al., U.S. Patent No. 6,345,090 (“Walker”), in view of the published article, “Bell offers Answers for Commonly Asked Customer Questions”, Anonymous, St Louis Business Journal (St. Louis MO, US), v7 N26 s3 p1c, March 23, 1987 (“Bell”).

In levying an obviousness rejection under 35 U.S.C. § 103, the Examiner has the burden of establishing that the prior art reference teaches or suggests all of the claim limitations. M.P.E.P. §2143; *see also, In re Royka*, 490 F.2d 981 (CCPA 1974). To determine obviousness, Examiners must consider (1) the scope and content of the prior art, (2) the differences between the claimed invention and the prior art, (3) the level of ordinary

skill in the pertinent art, and (4) objective evidence relevant to the issue of obviousness."

Graham v. John Deere Co., 383 U.S. 1, 148 USPQ 459 (1966). In addition, the Supreme Court has pointed out the "import[ance of] identify[ing] a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements in the way the new invention does." *KSR Int'l Co. v. Teleflex Inc.*, 127 S. Ct. 1727, 1741 (U.S. 2007). Here, the Examiner has not met the burden of showing obviousness.

Applicants respectfully submit that the combination of Walker and Bell neither teaches nor suggests all of the claimed limitations of the present invention.

As indicated on Page 6 of the Office Action, Walker "does not explicitly disclose that the prior use information is received from the buyer and using this information to generate the offer from the provider of services." In fact, Walker teaches that the "customer database 400 preferably stores information on each customer of the CPO management system 100, including biographical information and indication of the local telephone company serving each customer." (Walker at Col. 8 lines 14 -18, Col. 8 lines 59 - 63). Walker also teaches that in the customer database "the [customer's] telephone number stored in field 460 may be utilized, for example, as a customer identifier to index a historical database (not shown) of previous transactions associated with the customer." (Walker at Col. 9 lines 3 -5). In addition, Walker also teaches that when a customer "dials a telephone number associated with the CPO management system 100...[t]he telephone number of the calling party 110 is then extracted from the call information, and used to access or create a record in the customer database 400." (Walker at Col. 11, lines 53 - 62). Thus, the data in the customer database disclosed by Walker above, is queried and updated after a buyer has accessed the CPO management system and not before the buyer has used the CPO. Therefore, Walker fails to

teach, suggest or disclose “generating an offer to provide the at least one telecommunication service to the buyer in response to receiving ... the information [regarding prior use of telecommunication services by the buyer]” which occurs during the purchase of telecommunications services as disclosed by amended claim 39 of the present invention.

Further, page 6 of the Office Action suggests that Bell discloses “using prior use information from the customer/buyer in redesigning and improving the services and products offered to the buyer/customer.” In fact, Bell teaches that “Customers may be asked for a deposit if they have had prior credit problems with the telephone company. The amount of deposit for a new applicant would be twice the average monthly bill for all residential subscribers.” Thus, Bell uses a customer’s prior payment history to determine the creditworthiness of customer rather than using this information to tailor offerings of telecommunication services to customer as recited by claim 39 of the present invention.

As discussed above, both Walker and Bell fail to teach, suggest or disclose receiving prior use data from a buyer during purchase of telecommunication services. Therefore, Applicants respectfully submit, that even if “it would have been obvious to [one of] ordinary skill in the art at the time the invention was made to combine the above teaching of Walker with Bell,” (Office Action at page 6), which it is not, the result would fail to teach all of the limitations recited in the independent claims of the present invention.

With regards to claims 39, 54 and 58, Walker fails to teach, suggest or disclose all of the claimed limitations of the independent claims. The Office Action suggests that Walker

“discloses a method for purchasing a telecommunications services, comprising:

receiving one or more requests for purchasing at least one telecommunication service at a server, the request being associated with a buyer, generating an offer to provide the at

least said telecommunication services to the buyer in response to receiving the one or more requests, the offer being associated with a provider of said telecommunication services, receiving a response to the offer, wherein the response is associated with the buyer, wherein the response may be an acceptance of the offer or a rejection of the offer and notifying the provider of the response and an identity of the buyer.”

In fact, Walker teaches that “a CPO is a binding offer containing one or more conditions, submitted by a ...[buyer] for the completion of one or more telephone calls, typically at a price defined by the ..[buyer].” (Walker at Col. 4, lines 53 - 56). Walker also teaches that

“[t] he CPO management system processes the CPO to determine whether one or more long distance carriers, referred to herein as an ‘interex- change carrier’ or ‘carrier,’ is willing to accept a given CPO and complete a telephone call in accordance with restrictions denned by the calling party. If accepted, the CPO management system binds the calling party on behalf of the accepting interexchange carrier, to form a legally binding contract.” (Walker at Col. 3, lines 11 -18)

Additionally, Walker teaches that “ the [buyer] ...is notified of the response of the interexchange carriers and, if accepted, the calling party is bound to complete and pay for a call...” (Walker at Col. 3, line 65 – Col. 4, line 1). And “[i]f the CPO is accepted, the CPO management system 100 or the accepting carrier 120 notifies the buyer and places the call over the network of the accepting carrier. If there is a time limit or other restrictions associated with the call, the calling party 110 is preferably notified at the time the call is initially established.” (Walker at Col. 12, lines 2 - 8). Thus, according to the teachings of Walker above, because the CPO is a binding offer submitted by the buyer, the power of acceptance resides with the seller, unless where the CPO management system, “counter[s] a CPO on behalf of a particular carrier.” (Walker Col.6, line 42). Whereas, the power of acceptance in the present invention, always resides with the buyer, as recited by claim 39 of the present invention. Further, the notification disclosed by Walker, informs the buyer about sellers that have accepted the buyers offer or a time limit or other restrictions associated with

the call, whereas claim 39 of the present invention recites “notifying the provider of the response and an identity of the buyer.” Moreover, Walker is silent about the means of communicating counter from the CPO to the buyer. Thus, Walker fails to teach all of the claimed limitations of the independent claims of the present invention.

Claims 39, 54 and 58 also disclose “receiving a plurality of questions from the buyer, the questions being associated with a provider of telecommunication services” and “verifying the identity of the buyer from a plurality of data sources.” Walker is silent about the provider of telecommunications services receiving questions from the buyer. In fact, Walker teaches that the “the [CPO] conditions defined by the ...[buyer] may include the telephone number to be called, the maximum prices, one or more preferred carriers...[and] any time limitations...” (Walker at Col. 3, lines 23 -26). The CPO conditions are not questions regarding the provider of telecommunications services as required in the claims. The present invention does not limit the questions that a buyer may ask the provider of telecommunication services. (See Specification at page 11, lines 6 - 7). Additionally, Walker is silent about verifying the identity of the buyer from a plurality of data sources, as claimed by the present invention. Thus, Walker fails to teach all of the claimed limitations of the independent claims of the present invention. A potential combination of Walker with Bell does not remedy these deficiencies. As such, the cited references do not teach every element of the claimed invention.

Dependent claims 45 - 46, and 60 depend from independent claim 39. Dependent claim 55 depends from independent claim 54. Each of the dependent claims adds further patentable features to the patentable features of the respective independent claims.

Withdrawal of the rejections and allowance of all claims are respectfully requested.

2. CONCLUSION

Applicants submit concurrently a request for a three-month extension of time under 37 C.F.R. § 1.136 and the accompanying fee. Please charge our Credit Card in the amount of \$555 covering the fees set forth in 37 C.F.R. § 1.17(e) and 1.17(a)(3).

In the event that any additional extensions of time are necessary to prevent the abandonment of this patent application, then such extensions of time are petitioned. The U.S. Patent and Trademark Office is authorized to charge any additional fees that may be required in conjunction with this submission to Deposit Account Number 50-2228, under Order No. 026624.0103PTUS, from which the undersigned is authorized to draw.

Dated: February 18, 2009

Respectfully submitted,

By C.W. Adams
Christopher W. Adams
Registration No.: 62,550
PATTON BOGGS LLP
8484 Westpark Drive, 9th Floor
McLean, Virginia 22102
(703) 744-8000
(703) 744-8001 (Fax)
Agent for Applicants